



# **STATE OF INDIANA**

## **Request for Proposal 16-079**

### **INDIANA DEPARTMENT OF ADMINISTRATION**

**On Behalf Of  
All State Agencies**

**Solicitation For:  
Uniforms**

**Response Due Date: April 4, 2016 @ 3:00 PM EST**

Teresa Deaton-Reese, CPPO, CPPB, Strategic Sourcing Analyst  
Indiana Department of Administration  
Procurement Division  
402 W. Washington St., Room W468  
Indianapolis, Indiana 46204

## SECTION ONE

### GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

#### 1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of the All State Agencies, specifically the Board of Animal Health (BOAH) the Indiana Department of Correction (IDOC), Indiana Department of Natural Resources, (IDNR LE & Properties), the Indiana State Excise Police (ISEP), and the Indiana State Police (ISP), Board of Animal Health requires Uniforms Components.. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

#### 1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

IAC	Indiana Administrative Code
IC	Indiana Code
CUF	Commercially Useful Function – A business function that supports the scope of this solicitation
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFP for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
Implementation	The successful implementation of Uniforms and Related Components resulting from this RFP
Installation	The delivery and physical setup of products or services requested in this RFP
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: <ol style="list-style-type: none"> <li>1) The judicial branch</li> <li>2) The legislative branch</li> <li>3) A political subdivision (includes towns, cities, local governments, etc.)</li> </ol>

	4) A state educational institution
Products	Tangible goods or manufactured items as specified in this RFP
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract
Services	Work to be performed as specified in this RFP
State	The State of Indiana
State Agency	As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government
Total Bid Amount	The amount that the respondent proposes on Attachment D that represents their total, all-inclusive price.
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products or services requested by this RFP

### 1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a vendor(s) that can satisfy the State’s need for Uniforms. It is the intent of the State of Indiana to contract with a vendor(s) that provides quality uniforms for All State Agencies. The successful vendor(s) will furnish uniforms as needed with no minimum quantities as ordered during the contract period.

This RFP is designed to provide interested vendors with sufficient information to prepare and submit proposals for consideration meeting minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data. Contractors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

### 1.4 SUMMARY SCOPE OF WORK

The Board of Animal Health, Indiana Department of Correction, Department of Natural Resources (LE and Properties), the Indiana Excise Police, and the Indiana State Police have a centralized procurement process of uniforms and their required components.

The Indiana State Board of Animal Health does not have a uniform Distribution Center or Quartermaster. All deliveries will be FOB Destination, Indiana State Board of Animal Health 1202 E 38<sup>th</sup> St, Ste 100, Indianapolis, IN 46205-2898

The Department of Correction Uniform Distribution Center (UDC) is the sole facility responsible for the procurement and distribution of uniforms to IDOC's 5000+ uniformed staff. The IDOC uniformed staff is located in 35 correctional facilities throughout the State of Indiana.

All deliveries will be FOB Destination, Uniform Distribution Center, Indiana Department of Correction, 9310 South SR 67 Pendleton, In. 46064.

The Department of Natural Resources (LE) Uniform Distribution Center is the sole facility responsible for the procurement and distribution of uniforms to IDNR's (LE) 212 uniformed Conservation Officers and 35 civilian staff.

All deliveries will be FOB Destination, Uniform Distribution Center, 6248 S. Schoolhouse Rd., Edinburgh, In. 46124.

The Department of Natural Resources (Property) does not have a Uniform Distribution Center. All 101 of sites are responsible for ordering and receiving of all orders. There are 101 properties with 1,000 staff members. See Attachment N for a listing of all property locations and addresses.

The Indiana Excise Police does not have a Uniform Distribution Center or Quartermaster. All deliveries will be FOB Destination, Indiana Excise Police 6400 E. 30<sup>th</sup> Street, Indianapolis, In. 46219

The Indiana State Police use a Quartermaster Section that is responsible for ordering, receiving and dispersing all uniforms and related components purchased for 1300 department employees.

All Deliveries will be FOB Destination, Logistics Division, 8500 E. 21st Street, Indianapolis, IN 46219

At the time of delivery, uniforms will be subjected to examination and inspection by the authorized representative(s) before final acceptance. Any cost associated with time received that do not comply with these specifications shall be borne by the successful bidders.

#### 1.4.1 Current Purchasing Profile

Over the past two (2) fiscal years, BOAH, IDOC, IDNR – LE & Properties, ISEP, and ISP spent approximately the following:

BOAH - \$8,000.00  
 IDOC – \$363,000.00  
 IDNR – \$137,000.00  
 ISEP - \$14,000.00  
 ISP - \$250,000.00

While the State cannot commit to specific purchase volumes or amounts, this history should be a reasonable indication of the State's spend over the next two (2) years.

While you should use this information, please understand that it does not represent a commitment by the State.

Furthermore, Other Governmental Bodies may utilize the contracts and QPA's negotiated by the State. While Other Governmental Bodies' participation in State contracts and QPA's is not mandatory, it is the State's goal to continue to encourage Other Governmental Bodies to use the price agreement(s) resulting from this RFP. Increased utilization by these entities significantly enhances the business opportunity for the winning vendor(s) without having to participate in additional RFP processes individually with these entities.

The State, however, is not responsible for the transactions between the vendor(s) and these entities. All Other Governmental Bodies using State QPA contracts are expected to follow the contractual terms and conditions specified in those agreements. Vendor(s) are not required to provide uniforms and related components to Other Governmental Bodies, but are highly encouraged to do so. Respondents must indicate whether Respondent's pricing proposal applies to Other Governmental Bodies in the Business Proposal.

#### 1.4.2 Service Level Agreements (SLA's)

A quarterly meeting will take place among the Account Managers, State Agency Representatives, and the State Contract Manager to review the quality of service provided to the State by the Uniform Product/Service Provider. It is at this time that the State will score the Vendor on a variety of performance criteria, including, but not limited to, the Service Level Agreements (SLA's) as outlined below. The Vendor will also have the opportunity to provide the State with suggestions on how to improve its own processes relating to uniforms. If any service deficiencies are identified across the entire contract, the Vendor and the State representatives will determine a plan of action to ensure that the level of service improves. Penalties for missing specific SLA-defined targets, as outlined below, will be imposed. If two (2) additional quarterly meetings occur with minimal or no improvement in the identified areas, it can give cause for the State to terminate the contract.

The State has developed a set of minimum SLA's, defined in the table below that the Vendor will need to agree to meet or exceed in order to be in good standing on the contract. All pricing submitted through the Cost Proposal will need to reflect these SLA's. The Vendor will be scored on their ability to commit to exceeding these minimum SLA's. The State expects that the final SLA's agreed upon by the awarded vendor will be higher than these proposed minimum requirements. The SLA's will be reviewed quarterly by the State contract manager to identify any issues requiring immediate attention from the State and Vendor.

#### SERVICE LEVEL AGREEMENTS

Performance Metric	Goal	Performance Target	Description	Calculation	Frequency of Review	Penalty
Number of Backorders	3%	5%	Number of items placed on backorder due to insufficient inventory levels	Total Number of Delayed Items / Total Number of Items Ordered	Quarterly	10% of price of items on backorder

Number of Vendor Product Errors	1%	3%	Vendor errors regarding color consistency, size or fabric of uniforms	Total Number of Product Errors / Total Number of Products Ordered	Quarterly	10% of price of items with product errors
Inventory, Reporting, Tracking, and Forecasting	99.5%	100%	Percentage of hours the system is accessible during business hours	Hours the system is available / Hours the business is open	Quarterly	Yet TBD

**Note: All SLA's and minimum requirements that have targets associated with them are goals. It is the States expectation that if any of the SLA's are unreasonable that respondents propose an alternative target in their proposal.**

The Vendor will be allowed a ninety (90) day grace period during the implementation phase of the contract to procure the goods (including those with the joint venture) and to ramp up services, without scoring on the performance metrics above. The State will provide the vendor with estimated projections for the first year; furthermore, the vendor will need to forecast accordingly based on usage as well in order to meet the SLA's listed above. The vendor is responsible for meeting the SLA's above for the State's forecasting only. Although it is the expectation of other State agencies to receive items under the SLA's agreed upon under the awarded contracts from this RFP and the vendor, the vendor is encouraged, not required, to meet the SLA's for those agency orders.

After the ninety (90) day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the State contract manager one (1) month after the grace period ends.

Once a final scorecard, which will include the above performance metrics, has been developed, the State contract manager will calculate a score for the contractor's overall performance. If the score is below the minimum threshold, as agreed upon in negotiations by the Vendor and the State, the following actions will be taken.

1. At each quarterly review, the State will review the Vendor's scorecard and determine if any penalties need to be assessed for the past quarter's performance. The agreed upon penalties will be enforced at that time.
2. The Vendor will have an opportunity to improve their performance during the next quarter in order to avoid future penalties.

Failure by contractor to meet this level of service will result in liquidated damages to be determined and assessed against the Contractor by the State as follows:

- Failure of Contractor to meet the delivery time-line; delivery is thirty (30) days late will result in the assessment of liquidated damages at a rate of 10% on the cost of the quantity in default.
- Failure of Contractor to meet the delivery time-line; delivery is more than thirty (30) days in default shall result in the assessment of liquidated damages at a rate of 15% on the cost of the quantity in default.
- Liquidated Damages may not be the exclusive remedy for repeated performance failures. Repeated failure by Contract to meet the delivery time lines set forth in Service Level

Agreement also result in "Termination for Default" as outlined in Clause #44 of this contract.

#### 1.4.3 Product Category

In order to be considered valid, respondents must provide pricing for all items while meeting the required and requested specifications. It is the State's intent and goal to have a sole provide per program. Pricing must include all delivery, shipping, service, and administrative costs associated with the product. In addition, prices must remain firm for at least twelve (12) months with annual price reviews for the remainder of the contract.

#### 1.4.4 Ordering and Delivery

The State is interested in purchasing uniforms on-line using punch-out catalogs exclusive to the State through PeopleSoft. Respondents are asked to detail their company's on-line ordering capabilities and their responses will be evaluated as part of the technical proposal. Respondents must also be capable to receive orders via, e-mail, fax, and telephone.

The State may award all or part of this RFP based on the best interest of the State. The State also reserves the right to award to multiple vendors. To maximize your chances of success in this process and to have the opportunity to acquire a substantial portion of the State's business we strongly encourage you to provide an aggressive response to this RFP. The pricing, quality, and service levels obtained through this process are expected to be significantly more aggressive than those that individual State entities currently have.

Delivery of all items listed on each purchase order shall be within 30 calendar days after receipt of the purchase order. Special Orders shall be delivered within 90 days. Upon shipment of items an email shall be sent to the s representative the state will name for each agency identifying shipper, tracking number and shipping manifest. This will take effect 90 days after award of the contract. Four (4) postal service workdays will be added to any order date to establish a receipt date.

#### **Non-compliance**

Any item(s) shipped but not accepted because of non-compliance with the Specifications, must be replaced within 5 calendar days after notification by a representative of the State. Any cost associated with item(s) received that do not comply with the specifications shall be borne by the bidder.

#### 1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information	This section provides an overview of the RFP, general

and Requested Products or Services	timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents' proposals
Attachment A	M/WBE Participation Plan Form
Attachment A1	IVBE Participation Plan Form
Attachment B	Sample Contract
Attachment C	Indiana Economic Impact Form
Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template
Attachment F	Technical Proposal Template
Attachment G	Q&A Template (IDOA will create the template for the agency)
Attachment H	Component List with Sizes
Attachment I	Indiana State Board of Animal Health- Specifications
Attachment J	Department of Correction - Specifications
Attachment K	Department of Natural Resources - Specifications
Attachment L	Indiana Excise Police - Specifications
Attachment M	Indiana State Police - Specifications
Attachment N	Department of Natural Resources – Property Locations and Addresses
Attachment O	Summary of Attachments
Attachment P	RFP Check List

## 1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time** on March 4, 2016. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to [rfp@idoa.IN.gov](mailto:rfp@idoa.IN.gov) and must be received by the time and date indicated above.



Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of any of the agencies involved in this RFP. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

## 1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time** on April 4, 2016. Each Respondent must submit **one original CD-ROM (marked "Original") and 10** complete copies **on CD-ROM** of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The **original** CD-ROM will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Indiana Department of Administration  
Procurement Division  
402 West Washington Street, Room W468  
Indianapolis, IN 46204

### **If you hand-deliver solicitation responses:**

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W.

Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

**If you ship or mail solicitation responses:** United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or

before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be sealed and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

#### 1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on March 2, 2016 @ 1:30 PM EST in Indiana Government Center South Conference Center Room 17. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

#### 1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

#### 1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

### 1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

### 1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

### 1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

### 1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP.

The term of the contract shall be for a period of (2) two years from the date of contract execution. There may be (2) two one year renewals for a total of four (4) years at the State's option contingent upon satisfactory performance for the successful contractor(s). The vendor shall advise the Contract Manager of the Department of Administration at least 90 days prior to contract expiration whether or not any price increase(s) will be sought at the commencement of or during the renewal period.

The vendor shall advise in writing at least 90 days prior to contract expiration whether or not any price increase(s) will be sought at the commencement of or during the renewal period.

A price escalation may be added by the vendor to the price of all items after the first year of the twenty-four (24) months contract period and for each twelve (12) month portion of any renewal periods by using the Bureau of Labor Statistics, U.S. Department Of Labor Midwest Region Consumer's Price Index for apparel (Code – 120.087)(CPI)for formula indicated below.

Current CPI Index

Old CPR Index

Percentage of change (increase/decrease)

Increases claimed by the contractor in accordance with this formula must be documented by the contractor to the State satisfaction at least thirty (30) calendar days prior to the effective date of the approved increase. If there is a change in the price per item in accordance with this formula, the successful bidder shall revise and submit pricing to State to update pricing in the on-line ordering catalog.

For Example: Contract start date = May 1, 2016

Vendor to notify the State of price increase(s) =February 1, 2017

May 1, 2017 – Price increase/decrease submitted to the State to update pricing

Price reductions following the same formula above will be afforded to the Agency as well. The successful vendor shall be required to provide documentation supporting any price increase/ (decrease) upon request from the Agency.

#### 1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must indicate so in the Transmittal Letter. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

#### 1.16 TAXES

Proposals should not include any tax from which the State is exempt.

#### 1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all

Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to [www.in.gov/idoa/2464.htm](http://www.in.gov/idoa/2464.htm).

#### 1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana  
Corporation Division  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576  
[www.in.gov/sos](http://www.in.gov/sos)

#### 1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

#### 1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8% for Minority Business Enterprises and 8% for Woman Business Enterprises have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5.

Failure to address these requirements may impact the evaluation of your proposal.

#### 1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

**THE MWBE SUBCONTRACTOR COMMITMENT FORM MUST BE COMPLETED FOR EACH PROGRAM AREA IN WHICH YOUR COMPANY SUBMITS A PROPOSAL.**

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- Must be listed on the IDOA Directory of Certified Firms, on or before the proposal due date
- Each firm may only serve as one classification – MBE, WBE, or IVBE (see section 1.21)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Commercially Useful Function (CUF). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations

governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

**The M/WBE must be completed for each program are your company submit a proposal for. Even if you submit a proposal for all five programs, the M/WBE form must be separated out for each program. One M/WBE for each program bid.**

#### 1.22 INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veterans Business Enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, a contract goal of 3% for Indiana Veterans Business Enterprises has been established. The IVBE Subcontractor Commitment Form is to be submitted alongside the respondent's proposal. The Form must show that they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran's Business Program website (<http://www.in.gov/idoa/2862.htm>).

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in **"TOTAL BID AMOUNT"** should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

**THE IVBE SUBCONTRACT COMMITMENT FORM MUST BE SUBMITTED FOR EACH PROGRAM AREA IN WHICH YOUR COMPANY SUBMITS A PROPOSAL.**

**Prime Contractors must ensure that the proposed IVBE subcontractors meet the following criteria:**

- Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date
- Must qualify as a Buy Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Commercially Useful Function (CUF). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the VetBiz directory <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

## INDIANA VETERAN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **“TOTAL BID AMOUNT”** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State's IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to:

[indianaveteranspreference@idoa.in.gov](mailto:indianaveteranspreference@idoa.in.gov).

**The IVBE must be completed for each program are your company submit a proposal for. Even if you submit a proposal for all five programs, the IVBE form must be separated out for each program. One IVBE for each program bid.**

### 1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

### 1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

#### *Key RFP Dates*

Activity	Date
Issue of RFP	February 12, 2016
Pre-Proposal Conference	March 2, 2016
Deadline to Submit Written Questions	March 4, 2016
Response to Written Questions/RFP Amendments	March 11, 2016
Submission of Proposals	April 4, 2016



<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	April 5, 2016
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	July 1, 2016

## 1.25 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP “person” means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

## SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc, must be separate standalone electronic files on the CD-ROM. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

#### 2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

#### 2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

#### 2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-**

**mail address, if that contact is different than the individual authorized for signature.**

#### 2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

#### 2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.* (see section 1.16).

Provide the following information:

- List all documents where claiming a statutory exemption to the APRA;
- Specify which statutory exception of APRA that applies for each document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document.

#### 2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

### 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

#### 2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

#### 2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or

services in the United States must be described in more detail than other components of the organization.

### 2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

### 2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

### 2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract

#### 2.3.6 References

The Respondent must include a list of at least 3 clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

#### 2.3.7 Registration to do Business

##### Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

##### Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities,

corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, [aredding@idoa.in.gov](mailto:aredding@idoa.in.gov), or you may reach her by phone at (317) 234-3542.

#### 2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included

for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women Business information.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.25.

#### 2.3.10 General Information

Each Respondent must enter your company's general information including contact information.

#### 2.3.11 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

#### 2.3.12 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

#### 2.3.13 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

##### Buy Indiana

Refer to Section 2.7 for additional information.

#### 2.3.14 Payment

Respondent should be able to accept payment by credit card as an optional form of payment, but should be able to accept other forms of payment from the State as well. In the Respondent's proposal, the Respondent should agree to accept any credit card-user handling fees associated with acceptance of the State's Purchasing Card. Please demonstrate how your company will meet this requirement of accepting payment by credit card as the only form of payment if the State chooses to implement this policy.

## 2.4 TECHNICAL PROPOSAL

This section describes the scope of services and requirements the State is requesting. The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment F.**

### 2.4.1 Minimum Requirements & Scope of Services

The product is designated as uniforms. The contractor shall acknowledge and agree with the minimum requirements listed below. In addition, please include in detail how your company will meet these requirements. Failure to do so may be considered non-responsive and the contractor's proposal may be withdrawn from consideration. If the requirements are unattainable, please provide an alternative solution. All responses should be listed in Attachment F, the technical proposal template.

The respondent(s) awarded this contract will be responsible for proposing a solution to fulfill the uniforms needs for the State that encompasses the processes, components and attributes listed below.

1. The contractor will have been in the uniform supply business for a minimum of five years or able to demonstrate the viability of the company to meet the States needs.
2. The contractor will maintain accounting records associated with this contract for a period of not less than seven (7) years.
3. The contractor shall provide the name, address, and telephone number of at least two (2) customer service representatives assigned to this contract. These persons should be available to meet prior to the contract commencement and on a quarterly basis and to services these accounts.
4. The contractor is responsible for all cost associated with the procurement, manufacturing, storage and shipment of components to all delivery locations for all programs areas. The contractor will bear any costs to return to the contractor any uniform components due to contractor error. All shipments are to be FOB Destination.
5. All items that are drop shipped shall be checked by a state representative and any discrepancy shall be taken at the word of the state representative and upon received notification from the state representative to the vendor, the vendor shall resolve discrepancy within 48 hours of notification.
6. Additional warehouse space required to service the State will be located within the State of Indiana.
7. The contractor shall meet or exceed all uniform component specifications for each line item in the program(s) being bid as defined in Attachment I, J, K, L, and M.



8. The contractor shall provide inventory components for all three size categories: common sizes, special sizes, and special order sizes. See Attachment H for more information on size category specifications.

#### 2.4.2 Uniform Specifications

The program services of this RFP are divided into five separate programs that make up in totality the uniform that the State utilizes.

The programs are as follows:

- Board of Animal Health
- Indiana Department of Correction
- Indiana Department of Natural Resources
- Indiana State Excise Police
- Indiana State Police

It is the State's intent and goal to have a sole provider for each product group, but may select a single provider for multiple categories based upon what is in the best interest of the State. Pricing must include all delivery, shipping, service, and administrative costs associated with the product. In addition, prices must remain firm for at least twelve (12) months with annual price reviews for the remainder of the contract. Contractor shall specify which programs the proposal addresses. Contractor MUST bid on all items or provide acceptable alternative items within each program to be considered a valid bid for that program. Contractor may choose to respond to any combination of the five programs.

If your company is bidding a product other than the manufacturer and model number specified a sample of each product must be provided along with the vendor response. These shall be sent in a separate package labeled "Samples" with the RFP # and the opening date. Additionally all respondents must be willing to provide samples of any product upon request. These samples will be used for determining the respondent's ability to meet specifications. This may include simply fabric samples or completed garments. Respondent must provide samples of components when requested by the State within seven (7) business days, this includes Saturday. Failure to provide the State with a requested sample may result in the respondent's proposal to be withdrawn. The respondent will be notified by the State when samples are desired.

For the purpose of this RFP inventory components shall be divided into three pricing categories, first being stocked Common Sizes, and second stocked Special Sizes as defined in Attachment H, Component List Sizes. Contractor shall submit detailed description of the process for ordering Common and Special Sizes.

Orders: The successful bidder shall supply uniform pants, shirts, and blouses in the standard sizes indicated. Those items ordered outside of this size range will be considered as Special Orders. A verification email with the vendor internal production tracking number shall be sent to the State representative per agency within five (5) calendar day acknowledging the receipt of the purchase order.

The third category, non-stocked Special Order Sizes, shall consist of sizes that an individual's body measurements require components to be specially tailored made to fit with a professional appearance. Special Order Sizes shall include maternity uniform apparel. Contractor shall submit a detailed description for the process and delivery time frame for function of Special Order Sizes.

### **Specific to Indiana State Police**

Measurement: The successful bidder shall ensure a proper fit for all employees. Upon request by the Indiana State Police, the successful bidder shall measure/fit employees at no additional cost to the Department, to obtain a proper fit for any employee experiencing problems with measuring and proper fit of the uniform items. Measurements will be performed with twenty (20) calendar days of request. All costs associated with these measurements and proper fittings are the responsibility of the vendor.

#### **2.4.3 Changes in Work**

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, the contractor shall work with the State to implement this change in work. Products could be discontinued by the State and will need to be deleted from any contract award in accordance with this RFP. Items may be deleted for other appropriate reason as well. Additional or replacement products may be added by mutual consent of both parties and the Department of Administration Contract Manager. Fabric, material, design, or construction changes to products may be made by mutual content, with specifications and prices agreed upon by all parties, IDOA's Contract Manager, Agency, and Vendor. Please detail your implementation method for a uniform change and include time frames. Please assume you have the new uniform specifications in hand.

#### **2.4.4 Reporting & Client Tracking**

The State of Indiana understands the efficiency and cost savings associated with web-based client tracking and reporting. Please detail your reporting capabilities for monthly, quarterly, yearly, and ad hoc reporting through your client tracking system. If the State needs a custom report not available through the online reporting system, please detail how a State employee would request such a report at no cost to the State.

The contractor must provide a Component Size Backorder Report (listing length of each backorder) and a Component Size Purchase History Report (listing purchases by component size). Please submit a sample report of each with your proposal; you may use disguised client data or fictitious data.

#### **Management Reports:**

The successful bidder must provide statistical information which details items, quantities, and total dollars expended on a quarterly basis; as well as an annual report which details, at the minimum, the followings:

- Style Number
- Description

- Quantity of each item shipped
- Date Ordered
- Date Shipped

#### 2.4.5 Customer Service & Account Management

The contractor will have been in the uniform supply business for a minimum of five (5) years or able to demonstrate the viability of the company to meet State's needs. The State is interested in a vendor that provides comprehensive account management, including a dedicated account manager for the State of Indiana. In your proposal, please provide a resume of the proposed account manager and detail how your company intends to service and manage the State of Indiana's uniform account.

#### 2.4.6 Implementation

Implementation of the uniform programs are essential to the success of inventory levels and fulfilling the needs of the State. The contractor shall submit a detailed description of the process and implementation schedule. Please include locations of the facilities and warehouses available to service this contract.

#### **Indiana State Police**

The successful respondent (s) shall be required to carry a minimum of 4 months inventory (\$75,000) in standard sizes of items specific by the Indiana State Police. Upon award the respondent shall meet with the Indiana State Police and determine what inventory levels are needed in relation to the Departments existing inventory. Monthly inventory reports will be emailed to the Department to show the current inventory status along with work in progress. Quarterly meeting will occur with the Department to discuss forecasting of future needs and adjust these inventories based on the Departments usage.

#### 2.4.7 Continuity of Services

The contractor shall strive to provide its best efforts and cooperation to effect an orderly and efficient transition to a successor without interruption in service to the State. Please describe your plan to achieve this through phase-in, phase-out training. Furthermore, include the training program and timeline for transferring responsibilities for each uniform.

#### 2.4.8 Website

The State requires that all vendors receiving award will have a customized website for each program area displaying the exact item(s) awarded. The website, at a minimum must contain a picture of the exact item and a description. The description MUST match the QPA line item description for easy reference.

#### 2.4.9 Samples

During the competitive bid process, the State may request samples. Respondent must provide samples of components when requested by the State within seven (7) working days. The respondent

will be notified by the State when samples are desired; samples are not to be included when submitting your proposal by the proposal due date. Please confirm your acceptance to provide samples to the State when requested by the State.

#### 2.4.10 Order Process

Contractor shall submit detailed description of the process for ordering Common and Special Sizes.

2.4.11 Contractor shall submit a detailed description for the process and delivery time frame for function of Special Order Sizes.

#### 2.4.11 Quality Control

Contractor shall provide detail description of their uniform specifications and quality control procedures to insure compliance.

#### 2.4.12 Invoices and Payments

All invoices must reflect a purchase order number. The vendor shall submit one invoice itemized per individual order, per purchase order after delivery of items ordered. Invoices, which include items that did not meet the regular scheduled delivery time shall be accompanied by documentation for delay of delivery. Credits for returned items are NOT acceptable and will not be allowed.

### 2.5 COST PROPOSAL

The Cost Proposal Template is Attachment D.

The cost proposal is divided into (5) separate programs based on the agency's needs. Respondents are not required to submit a proposal for all five programs. Respondents can submit a proposal for any one or all five programs. Respondents ARE required to submit a proposal for all items within a program area.

Baselines for the programs are as follows:

Board of Animal Health - \$8,000.00  
 Indiana Department of Correction - \$363,000.00  
 Indiana Department of Natural Resources - \$137,000.00  
 Indiana State Excise Police - \$14,000.00  
 Indiana State Police: \$250,000.00

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

### 2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an “Indiana Economic Impact” form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 “Total amount of this proposal, bid, or current contract” should match the amount entered in the Attachment D, Cost Proposal Template.

**The Indiana Economic Impact form must be completed for each program are your company submit a proposal for. Even if you submit a proposal for all five programs, the IEI forms must be separated out for each program. One IEI for each program bid.**

## 2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business’ status. The registration process should be complete at the time of proposal submission.

**Respondent must clearly indicate which preference(s) they intend to claim in the Business Proposal, Attachment E. Additionally, the Respondent’s Buy Indiana status must be finalized when the RFP response is submitted to the State.**

### **Defining an Indiana Business:**

“Indiana business” refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

**Substantial Capital Investment:**

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

**Substantial Indiana Economic Impact:**

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to [buyindianainvest@idoa.in.gov](mailto:buyindianainvest@idoa.in.gov) and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

### **SECTION THREE** ***PROPOSAL EVALUATION***

#### **3.1 PROPOSAL EVALUATION PROCEDURE**

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and IDOE for further action, such as contract negotiations. If, however, IDOA and IDOE decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

#### **3.2 EVALUATION CRITERIA**

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 108). Negative points may be assigned in the cost score. Additionally, there is an opportunity for a bonus of five points if certain criteria are met. For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

***Summary of Evaluation Criteria:***

<b>Criteria</b>	<b>Points</b>
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	<b>40 available points</b>
3. Cost (Cost Proposal)	<b>-35 to +35 available points</b> (5 bonus points are available if certain criteria is met)
4. Indiana Economic Impact	5
5. Buy Indiana	5
6. Minority Business Enterprise Subcontractor Commitment	5 ( 1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 ( 1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Business Enterprise (IVBE) Subcontractor Commitment	5(1 bonus point is available, see Section 3.2.7)
<b>Total</b>	<b>100 (108 if bonus awarded)</b>

All proposals will be evaluated using the following approach.

**Step 1**

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

**Step 2**

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 90 points with a potential of 5 bonus points if certain criteria are met. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc focused on cost and other proposal elements. Step 2 may include a second “short list”.



### Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

#### 3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

#### **The following 2 categories cannot exceed 75 points.**

#### 3.2.2 Management Assessment/Quality – **40** available points

#### 3.2.3 Price – **-35 to +35** available points

Price will be measured against the State's baseline cost for this scope of work. The cost that the State is currently paying or its best estimate will constitute the baseline cost. Cost scoring points will be assigned as follows:

- Respondents who meet the State's current baseline cost will receive zero (0) cost points.
- Respondents who propose a decrease to the State's current costs will receive positive points at the same rate as bid increasing cost.
- Respondents who propose an increase to the State's current cost will receive negative points at the same rate as bid lowering cost.
- Respondents who propose a 10% decrease to the State's current baseline cost will receive all of the available cost points.
- If multiple Respondents decrease costs below 10% of the current baseline, an additional 5 points will be added to the Respondent proposing the lowest cost to the State.

#### 3.2.4 Indiana Economic Impact (5 points)

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) Indiana resident employees for the Respondent's proposal, to execute the scope of work proposed in this RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5

points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, for more detailed instructions.

**The Indiana Economic Impact form must be completed for each program are your company submit a proposal for. Even if you submit a proposal for all five programs, the IEI forms must be separated out for each program. One IEI for each program bid.**

### 3.2.5 Buy Indiana Initiative – 5 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

### 3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.20 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

*NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)*

If the respondent's commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent's commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

**The M/WBE must be completed for each program are your company submit a proposal for. Even if you submit a proposal for all five programs, the M/WBE form must be separated out for each program. One M/WBE for each program bid.**

### 3.2.7 Indiana Veteran Business Enterprise Subcontractor Commitment - (5 points).

The following formula will be used to determine points to be awarded based on the IVBE goal listed in Section 1.22 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established IVBE goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

*NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)*

If the respondent's commitment percentage is 0% for IVBE participation, a deduction of 1 point will be assessed.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the IVBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the IVBE category both firms will receive 6 points.

**The IVBE must be completed for each program are your company submit a proposal for. Even if you submit a proposal for all five programs, the IVBE form must be separated out for each program. One IVBE for each program bid.**

### 3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.